

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF
CLOUCESTER COUNTY COLLEGE
AND
THE PARAPROFESSIONAL MEMBERS
OF
THE CLOUCESTER COUNTY COLLEGE
FEDERATION OF TEACHERS
WHICH IS AFFILIATED WITH
AFT, AFL-CIO LOCAL 2338

1976-1977 1977-1978 1978-1979

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AGREEMENT

Between the Board of Trustees of Gloucester County College, operating under the provision of Public Laws of 1968, Chapter 303, of the State of New Jersey

and

The paraprofessional members of

The Gloucester County College Federation of Teachers

which is affiliated with AFT, AFL-CIO

This Agreement entered into this sixth day of October 1976

by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the Gloucester County College Federation of Teachers, which is affiliated with AFT, AFL-CIO, Local 2338, hereinafter called the Federation, represents a complete agreement between the parties, and provides that:

1.1 Board Recognition

The Board recognizes paraprofessionals including

Media Technician
Associate Programmers
Library Technicians

and any other newly hired paraprofessionals in Library/Media and Data Processing Centers, but excluding those paraprofessionals in the offices of:

Administrative Services
Student Services
Personnel
Community Services
Health Services
Tutorial Services

and all other non-paraprofessional personnel. Newly hired paraprofessionals in areas other than those enumerated above will not be specifically included in, or excluded from, the bargaining unit. Such new positions will be dealt with on a case by case basis.

1.2	<u>Contrary to Law</u>	1
	If any provision of this agreement or any application of the agreement	2
	to any employee or group of employees shall be found contrary to law, then	3
	such provision or application shall be void, but all other provisions or	4
	applications of this agreement shall continue in full force and effect.	5
1.3	<u>Effect by Passage of Law</u>	6
	Any provision of this contract which is contrary to law, but becomes	7
	lawful during the life of this contract, shall take immediate effect upon	8
	the enactment of such legislation.	9
1.4	<u>Amendment</u>	10
	Should the parties agree to an amendment of this agreement, such	11
	amendment shall be reduced to writing, submitted to ratification procedures	12
	of the Board and the Federation, and if ratified, become part of the agree-	13
	ment.	14
1.5	<u>Released Time for Negotiations</u>	15
	When mutually determined negotiating meetings are planned during the	16
	working day, one member of the bargaining unit will be granted released	17
	time.	18
1.6	<u>Budget Information</u>	19
	The Board will make available to the Federation upon written request:	20
	(1) The number of paraprofessionals within the unit and their respective	21
	titles and salaries.	22
	(2) Other reports within the public domain.	23
1.7	<u>Selection of Negotiators</u>	24
	Neither party in any negotiations shall have <u>any</u> control over the	25
	selection of the negotiating representatives of the other party. Maximum size	26
	size of each negotiating team at any one session shall not exceed four (4)	27
	in number. The parties mutually pledge that their representatives shall be	28

clothed with all necessary power and authority to make and consider proposals 1
and make counter proposals. 2

1.8 Copies of Agreement 3

Copies of this agreement shall be reproduced by the Board and distributed 4
to all members of the paraprofessional unit now employed or hereafter employed 5
by the Board for the duration of this agreement. The Board will supply ten 6
(10) copies to the Federation. Bonafide candidates for employment shall be 7
given a copy of the agreement. 8

ARTICLE II

RIGHTS OF PARTIES

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of these employees under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Federation.

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection.

ARTICLE III

Paraprofessional Assignments and Responsibilities

3.1 Holidays

Holidays for the period of this agreement shall be determined by action of the Board.

3.2 Working Hours

The work week for paraprofessionals shall be forty (40) hours over a five (5) consecutive day period, including a one (1) hour lunch period daily. Working hours for each employee are to be considered set as of the signing date of this agreement. Any proposed changes of the working hours and days will be negotiated with the Federation concerning impact.

3.3 Overtime

All work required in excess of thirty-five (35) hours and through forty (40) hours in the work week shall be paid at the regular straight time rate.

All work required in excess of forty (40) hours per work week shall be paid at one and one-half (1-1/2) times the regular straight time rate.

All work required on Board approved holidays shall be paid at two and one-half (2-1/2) times the regular straight time rate.

If overtime is required, the administration will endeavor to give twenty-four (24) hours advance notice of overtime requirements. However, such notice shall be at least four (4) hours prior to the commencement of any overtime requirement unless agreed to by the employee.

3.4 Job Descriptions

All members of the bargaining unit shall have a current job description

If a change in the terms and conditions of employment of a unit member is 1
proposed, or if a reduction in force is proposed, the Federation shall be 2
notified and shall have the opportunity to negotiate concerning such changes 4
or impact in accordance with Chapter 123, Public Laws of New Jersey, 1974. 5

3.5 Off Campus Activities 6

(a) Off campus business shall be defined as an activity, approved by the 7
president or his designee, which requires a unit member to leave campus. 6

(b) If a unit member is required or receives approval to make a trip on 7
college business, the unit member shall be reimbursed for the most convenient 8
and economical mode of transportation or at the specified auto mileage reim- 9
bursement rate. 10

(c) A unit member will be compensated at twelve (12) cents per mile for 11
travel to and from off-campus assignments in excess of the mileage required 12
for a round trip to the college from their home. 13

ARTICLE IV

Personnel Files

4.1 (a) The college shall maintain a personnel file on each employee which shall include, but not be limited to, the following:

(1) Personnel information.

(2) Information relating to the employee's accomplishments submitted by the employee or placed in the file at his request.

(3) Records generated by the college.

(4) Job description.

(5) Information of a positive nature indicating special achievements, research, performance and contributions.

(b) The employee may, upon request, examine the individual personnel file referred to in 4.1 (a) and photocopy material therein, within five (5) working days of the initial request, at a time mutually convenient to the administrator in charge and the unit member.

(c) All material requested by the college or supplied by the employee in connection with the employee's original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the employee.

(d) The administrator in charge will be responsible for the safekeeping of the personnel files.

(e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen same. Such acknowledgement shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any material placed in the file. Material not so treated shall be removed from the file at the unit member's request, or it shall have no force or effect.

(f) Material not in the file may not be used against the employee. 1

(g) Personnel files will be available to the appropriate administrative 2
personnel and Board members when matters of promotion, retention and perform- 3
ance are under discussion. 4

ARTICLE V

Notice of Appointment, Dismissals and Vacancies

5.1 All employees will be notified of their employment status for the following year no later than April 1st. Any employee receiving subsequent notice of appointment must sign and return such notice by April 15th or the employee shall be considered as having resigned. Any employee not offered subsequent notice of appointment may request in writing by April 15th, a hearing in accordance with the dictates of the Mary C. Donaldson v. Board of Education, City of North Wildwood, June 10, 1974. Such hearing shall be granted by the Board within thirty (30) calendar days of receipt of such request.

5.2 Unit members will be advised of newly created administrative and supervisory positions before public announcement is made.

ARTICLE VI

Group Health Insurance

6.1 Medical Insurance

The Board shall provide for each employee, beginning the first of the month following the first two (2) months of employment, full family coverage under Hospital Service Plan of New Jersey (Blue Cross and Blue Shield) or comparable plan, at least in service and benefit.

6.2 Prescription Plan

Each employee shall receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 deductible, Co-Pay) at the following rates:

<u>Single</u>	<u>Parent/Child</u>	<u>Family</u>
\$2.05/per month	\$3.18/per month	\$4.97/per month

(Rate figures are for identification of quoted plan and are not binding to cost.)

6.3 Insurance Carrier(s)

The Board and Federation agree to negotiate on the merits of any proposed change in insurance carriers based on the benefits of the proposed plan(s), but not to include compensation for a less expensive plan(s). Such negotiations shall be prior to any effective change to a different plan(s).

ARTICLE VII

Salaries and Deductions

7.1 Salary

The salary of employees shall be paid on a bi-weekly basis.

7.2 Requests for Deductions

Unit members may, by executing the proper form as provided by the Board, have automatic self payroll deductions for any of the following purposes:

(a) Professional Dues

(b) Government Bonds

(c) Credit Union

(d) Public Employees Retirement System

(e) Dental Program

(f) Any professional insurance programs

(g) Such other as shall be mutually agreed upon by the Federation and the Board.

ARTICLE VIII

Paid Leaves of Absence

8.1 Sick Leave

Employees shall receive twelve (12) days sick leave per year accumulative, i.e., one (1) day per month.

Sick leave is subject to medical verification if requested by supervisor.

Sick leave will be credited to the employee on a pro-rated basis from the time of employment for those starting other than the start of the college fiscal year.

8.2 Bereavement

(a) A paid bereavement leave of three (3) days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, stepchildren and grandchildren. Additional leave may be granted at the discretion of the president.

(b) In the event of the death of a member of his family other than those previously listed, a unit member may be entitled to one (1) full day to attend the funeral.

8.3 Personal Leave

Leave may be granted by the college for matters which cannot be cared for in free time.

ARTICLE IX

Unpaid Leaves of Absence

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than maternity, must be made in writing no less than 6 months prior to the effective date of such leave; notice to return must be made in writing no less than 6 months prior to date of return.

9.2 Maternity Leave

An employee observing the following procedure shall be granted maternity leave without pay:

(a) Advise the college in writing within thirty (30) calendar days of confirmation of her pregnancy by her attending physician.

(b) Supply the administration with a statement in writing, by her attending physician, attesting to her ability to perform her duties satisfactorily.

(c) Advise the administration of the effective date of the leave at least ninety (90) days prior thereto, and the expected date of return.

(d) At least sixty (60) days prior to the expected date of return confirm to the Board that she will return on that date, or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition. Such an application shall be accompanied by certification of such condition and need by her attending physician.

(e) Supply to the administration prior to return to duty, a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.

(f) It is recognized that unforeseen physical or emotional circumstances, 1
certified by the attending physician, may necessitate changing of one or more 2
of the above dates. 3

9.3 Leave for Personal Reasons 4

A leave for personal reasons of up to one year may be granted by the 5
Board to a unit member upon mutual consent. 6

9.4 Leave for Professional Services 7

A leave to serve with AFT or its affiliates will be granted for one (1) 8
year. 9

9.5 Leave for Graduate Study 10

Leave for graduate study in the unit member's discipline will be granted 11
for one (1) year. 12

9.6 Continuation of Benefits 13

If legal, and subject to the benefit plan, the Board shall permit unit 14
members on unpaid leaves of absence to continue any and all benefits at their 15
own expense. 16

ARTICLE X

Privileges

10.1 Tuition Waiver

Subject to meeting entrance requirements, unit members, their spouse, and single, dependent children (per current IRS standard), will be granted waiver of tuition to credit and non-credit courses at the college. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

10.2 Early Childhood Education Center

Unit members will be granted the privilege to utilize the facilities of the Early Childhood Education Center for so long as it continues to exist, in conformity with the rates and rules of such facility.

10.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for graduate study. Payment shall be made subject to the following conditions:

(a) Courses must be submitted at least ten (10) days prior to matriculation

in such course(s) and are subject to approval by the president or his designee,

(b) Upon successful completion of course work, reimbursement will be

made to a maximum of \$250 per fiscal year.

10.4 Parking

Unit members may use designated reserved Faculty/Staff parking area.

ARTICLE XI

Vacation for Twelve Month Employees

11.1 Vacation

Each employee shall have a vacation of fifteen (15) working days earned at the rate of one and a quarter (1-1/4) days per month during each year of employment. Vacation time may be carried into the subsequent year except that no more than eight (8) days may be carried beyond September 15th of such subsequent year.

11.2 Vacation Schedule

An employee's preference as to the period during which vacation is desired to be taken shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the college.

ARTICLE XII

Grievance Procedure

12.1 A grievance is a claim or complaint by a unit member, group of unit members or the Federation, hereinafter referred to as a Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation of which constitutes a misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event that a unit member or group of unit members, or the Federation believes there is a basis for a grievance, it shall:

(a) Informally discuss the grievance with the immediate supervisor or the appropriate administrator.

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the president of the college or a representative designated by him.

(c) Within one week of date of filing, the president or his designee shall meet with the Grievant or his representative in an effort to resolve the grievance. The president or his designee shall indicate his disposition of the grievance in writing within one week of said meeting.

(d) If the Grievant is not satisfied with the disposition of the grievance by the president or his designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with

the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the Federation. A grievance based on lack of contract offer by the Board of Trustees for unit members shall be handled per Article V, Section 5.1.

(e) If the Federation is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph (d), the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Federation shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

(f) Subject to (g) infra, the fees and expenses of the arbitrator shall be shared equally by the parties.

(g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he shall be restored to his former position with full reimbursement of all compensation lost, and in addition the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Federation shall pay the entire cost of fees and expenses

of the arbitration.

1

(h) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

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3

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(i) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants.

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(j) It is agreed that each party shall furnish the other with any information in its possession necessary for the processing of any grievance or complaint.

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(k) If a unit member or a supervisor has a matter which he wishes to discuss with the other, he is free to do so without recourse to the grievance procedure.

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(l) No grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

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14

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16

(m) A grievance may be withdrawn at any level.

17

12.1 Formal Grievance Procedure Form

1

NAME _____

2

POSITION _____

3

DATE OF GRIEVANCE _____

4

DATE OF FILING _____

5

NATURE OF GRIEVANCE:

6

7

8

9

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

10

11

12

SIGNATURE _____

13

DATE RECEIVED BY PRESIDENT _____	1
DATE OF MEETING WITH GRIEVANT _____	2
DISPOSITION:	3
	4
	5
DATE: _____ SIGNATURE _____	6
	7
DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____	8
DATE GRIEVANCE ALLOWED _____	9
DATE OF HEARING _____	10
DISPOSITION:	11
	12
	13
DATE: _____ SIGNATURE _____	14

ARTICLE XIII

Duration of Agreement

13.1 This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

13.2 This Agreement shall be effective for a period of three (3) years starting with the date of signing and continuing through June 30, 1979 subject to the following:

- (1) Salaries for the first year of this agreement shall be effective July 1, 1976 per Appendix A.
- (2) Salaries for the second year (July 1, 1977 through June 30, 1978) for current unit members shall be increased by \$700 per annum.
- (3) Salaries for the third year of this agreement will be subject to a wage reopener and commencement of such negotiations to begin during the month of April, 1978.

13.3 At the conclusion of said three (3) year period, this Agreement shall continue from year to year thereafter unless either party shall, not earlier than October 1, 1978 or later than October 15, 1978 or any subsequent year, give written notice to the other of its intention to terminate, modify, or supplement this Agreement.

Within thirty (30) days of such notice, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the aforementioned items.

by Robert H. Perry
Chairperson, Board of Trustees

by Paul Munya, Jr.
Federation Representative

by William H. Spetz
Secretary, Board of Trustees

by Catherine L. Nipe
Negotiations Committee

by G. D. [unclear]
Chairperson,
Negotiations Committee

by Gloria M. Donelson
Negotiations Committee

by John J. Lindsay

by _____

by [unclear]

DATED 10/6/76

APPENDIX A
GLOUCESTER COUNTY COLLEGE
Salary Schedule
1976 - 1977
Paraprofessionals
Twelve Month Employees

Programmer (A)	\$12,900
Associate Programmer/Operator (A)	\$10,580
Library Technician (A)	\$9,700
Library Technician (1A)	\$8,875
Media Technician (A)	\$8,700

July 1, 1976